

Industrial Development Bank of  
India Ltd. I.D.B.I. House  
Dnyaneshwar Park, Chowk,  
Laxmans College Road,  
Mumbai, Pune-411 004  
D. 5/51(V)/C.C. 1007/02/05/  
928 31



Organisation MKCL For IDBI BANK LTD.  
Address Pune  
Through Muzafar  
Date 18/3/13 No. 75358  
Amt. Franking Rs. 100/-  
In words One Hundred only  
Authorized Signatory  
F. C. Road, Pune

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this 13<sup>th</sup> Day of the month of March 2013, at Pune, INDIA.

### BETWEEN

Rayat Shikshan Sanstha, a public trust registered under the provision of Bombay public Trusts Act, 1950, and situated at Karmveer Samadhi Parisar, New powai Naka, Satara-415001, Maharashtra, hereinafter referred to as "RSSS" (which term shall so far as the context admits be deemed to mean and include its successors and assignees) of the First Part

### AND

Maharashtra Knowledge Corporation Limited, a Company incorporated under the Companies Act, 1956, having CINU80302PN2001 PLC135348 and having its registered office at ICC Trade Tower, 'A' Wing, 5<sup>th</sup> Floor, Senapati Bapat Road, Shivajinagar, Pune 411 016, Maharashtra, INDIA, hereinafter referred to as "MKCL" (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the Second part.

WHEREAS RSSS jointly with MKCL wants to facilitate large number of applicants throughout the State of Maharashtra, who aspire to join RSSS Office for various posts, by providing facility to aspiring candidates to fill in application form, submit it with requisite application fee, generate and publish Merit List, eligible candidate list, cut-off list, selection list for recruitment process,


AND WHEREAS MKCL is a high-tech initiative of the Government of Maharashtra in design, development and delivery of Education, Governance and Empowerment programs, technologies, products, solutions and services and has proven experience in the said fields,


AND WHEREAS RSSS has entrusted MKCL with responsibility of designing, developing the software application that facilitates data entry and uploading the data of application forms of the candidates on a central recruitment portal, facilitate acceptance of application forms along with application fee, allocate seat number to the candidate as per the preference given by the candidate in application form, evaluation of answer sheets of 'written test', generate and publish Merit List, eligible candidate list, cut-off list, waiting list, selection list for recruitment process.

NOW THEREFORE the parties hereto agree to enter into a MoU specifying their rights, responsibilities and arrangements as herein below:

Rayat Shikshan Sanstha (RSSS) Satara

for Maharashtra Knowledge Corporation Limited

  
Rajeshwar  
Rayat Shikshan Sanstha, Satara

  
Mahesh Thombare  
General Manager  
OASIS Business Development Program



1 Responsibilities of MKCL and RSSS

Under the terms of the MOU, Responsibilities of MKCL and RSSS are as follows: Legend; I- Initiator, R- Responder

Sr. No.	Responsibilities of RSSS	Responsibilities of MKCL
1.	I Appoint a Project Coordinator who will act as a single point of contact with MKCL for all activities regarding this project.	I Nominate a Project Coordinator who will be a single point of contact with RSSS for all activities regarding this project.
2.	I Take a clear policy decision that the process of filling in and submission of the Application form shall be done only on the software application developed and installed by MKCL on the website developed and hosted by MKCL.	-----NIL-----
3.	I Authorize MKCL to collect Application fees on its behalf from the candidates through SBI Challan mode.	-----NIL-----
Development Phase		
4.	I Provide all documents deemed necessary to describe fully, the current application and recruitment procedure.	R Define and document the re-engineered application and recruitment process as per the requirements provided by RSSS.
5.	R Extend full Co-operation to MKCL in designing and developing the application software for filling in application form and recruitment process.	I Design and Develop software application to facilitate the application form filling and recruitment process as per the requirements provided by RSSS.
6.	I Thoroughly test and certify correctness of the software application developed by MKCL using dummy data to ensure that it is as per the specifications provided by RSSS and all the services are delivered through it and required reports are generated.	-----NIL-----
7.	-----NIL-----	I Design, develop, test, and host central recruitment website on <a href="http://oasis.mkcl.org/rayat">http://oasis.mkcl.org/rayat</a> to publish information related to recruitment process, centrally receive online Application forms, publish Merit Lists, and provide web-based facilitation services to the candidates as listed in the scope.
Implementation Phase		
8.	-----NIL-----	I Establish with necessary computing, infrastructure, and human resources call center to provide telephonic support to the aspiring candidate from the application to recruitment stage.

Rayat Shiksha Sanstha (RSSS) Satara

Authorized Signatory  
Rajat Shiksha Sanstha, Satara

111, New Road, RSSS & MKCL for recruitment



for Maharashtra Knowledge Corporation Limited

Mohan Thambare  
General Manager  
OASIS Business Development Program

Sl. No.	Responsibilities of RSSS	Responsibilities of MKCL
<b>Operations Phase</b>		
9.	I Publish the notification for recruitment process in Newspapers.	-----NIL-----
10.	R Use the login and password provided by MKCL to keep a track of application form filling stage.	I Provide to RSSS online access to the central website to keep a track of application form filling stage.
<b>Pre Written Examination Stage</b>		
11.	I Identify and establish Written Test examination centers to facilitate the Written Test.	R Allocate seat numbers to the candidates and print attendance sheet, as per the examination centers given by RSSS.
12.	I Design and Set the question papers for various posts in the specified format.	R Print required quantity of question papers for various posts in the specified format.
13.	R Check and verify the correctness of the OMR answer sheet designs and collect the printed OMR answer sheets from MKCL.	I Print the personalized attendance sheets and the OMR answer-sheets in required quantity for the Written Test.
14.	-----NIL-----	I Make available downloadable online Admit Cards to the eligible candidates on website.
<b>Written Examination Stage</b>		
15.	I With appointed human resource, conduct written examination at the identified centers	R -----NIL-----
16.	I Collect, carefully package and handover the attempted answer-sheets in a secured manner to MKCL at ICC Trade Tower, 'A' Wing, 5th Floor, Senapati Bapat Road, Shivajinagar, Pune 411 016 for evaluation.	I -----NIL-----
<b>Post Written Test stage</b>		
17.	-----NIL-----	I Scan the attempted answer-sheets duly filled in by the candidates for evaluation.
18.	I Provide answer keys related to question papers of various posts of written exam along with marking scheme in sealed envelope including hard copy.	R Evaluate the answer sheets scanned images using ICR/OMR technology, as per the standard answer sheet template(answer key)
19.	R Check and verify correctness of the merit, selection and waiting list provided by MKCL	I Generate merit, selection and waiting list as per criteria.
20.	I Invite short listed candidates for Interview.	-----NIL-----
21.	I Enter online interview marks of respective candidates in the login provided by MKCL and provide hard copy as well as soft copy of interview marks duly signed by authorized officer of the RSSS to MKCL in sealed envelope.	R Generate final merit, selection and waiting list including marks of the Interview as per criteria.

Rajat Shikshan Sanstha (RSSS) Satara

Autonomous University  
Rajat Shikshan Sanstha, Satara

for Maharashtra Knowledge Corporation Limited



Mohan Thombare  
General Manager  
KASIS Business Development Program

Sl. No.	Responsibilities of RSSS	Responsibilities of MKCL
22.	I Check and approve final merit, selection and waiting list provided by MKCL.	R Publish final approved selection and merit list on the website based on total marks of written test. Generate post-wise waiting list as per criteria given by RSSS.
23.	R Acknowledge receipt of the said CD and give a "Project Completion Certificate" as per format provided by MKCL.	I Submit application form, data related to the results, and scanned images of OMR answer sheets of the candidates on CD.
24.	R Collect the candidates' application forms, attempted answer-sheets from location/s as specified by MKCL within one month of handing over of the Data CD by MKCL. In case, the RSSS fails to collect the said documents within the specified time, then MKCL shall have right to destroy or deal with the documents as it feels appropriate and MKCL shall not be liable for any resultant consequences.	I Along with the data CD, MKCL shall submit a intimation letter to the RSSS regarding addresse/s of location/s from which the candidates' application forms, attempted answer-sheets have to be collected. In case, the RSSS fails to collect the said documents within the specified time, then MKCL shall destroy or deal with the documents as it feels appropriate and MKCL shall not be liable for any resultant consequences.

## 2. Financial Terms

1. MKCL shall on behalf of the RSSS, collect the application fee from the candidates as announced by the RSSS through the SBI challan-mode.
2. From the total application fees collected as above, MKCL shall retain its charges as mentioned in the table below and will transfer the remaining amount, if any, to the RSSS within 7 days from the date of declaration of results.

Rate per Application per post with result processing
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Rs.160/- (One Hundred and sixty only plus applicable taxes)
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3. In case the total application fees collected as mentioned in Sub-clause 1 above, falls short for meeting MKCL's charges as mentioned in Sub-clause 2 above, then the RSSS will pay the deficit amount to MKCL, within 30 days of submitting the Bill by MKCL.
4. In case total applications count is less than 1000, then RSSS shall pay to MKCL charges as per 1000 application/candidate count within 7 days from the date of declaration of result.
5. MKCL shall be entitled for its service charges mentioned in Sub-clause 2 above irrespective of RSSS not publishing the merit lists or completing the recruitment process due to stay or court order or any such eventualities or reasons or delays or hold ups in the recruitment process.
6. Any requisitions, requirements made by the RSSS in future, after MKCL has duly discharged its responsibilities as mentioned in clause 1 above, for data retrieval, analysis, etc. shall be considered and if felt appropriate, be undertaken by MKCL subject to the RSSS giving access to the relevant digital data (since the data being property of the RSSS would be given to it and not retained/ archived by MKCL) and on advance receipt by MKCL from the RSSS, Rs 5000/- per instance plus applicable taxes. Any such requisition shall be considered by MKCL only for the first 5 years from the effective date of this MoU.

Nayat Shiksha Sanstha (RSSS) Satara

ABHINAV K. SHINDE  
 Nayat Shiksha Sanstha, Satara

11th January 2011



for Maharashtra Knowledge Corporation Limited

Mahesh Thorsara  
 General Manager  
 OASIS Business Development Program

**3. Intellectual Property Rights**

1. MKCL explicitly informs that it has exclusively developed the software and/or its versions required for rendering the said services. As such, the software code, whether compiled or un-compiled, in printed or electronic format, with software design logic, graphical user interfaces (GUI) and their design, look and feel, are explicit Intellectual Property of MKCL only.
2. Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.
3. The data regarding the applicants/ candidates registered/applied for recruitment, the Question paper/s, the standard answer sheet template, attempted answer sheets, the merit list/s shall be the property of the RSSS and MKCL shall have right of access thereto only to the extent of and for performing its responsibilities hereunder. If any application/s for information is received by MKCL under The Right To Information Act, 2005 regarding any of the said matters then, only RSSS shall be responsible for replying since the property rights are held by it.

**4. Confidentiality**

1. Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course of performance hereunder, save that which is :
  - a. Inconsequential or obvious;
  - b. Already in its possession other than as a result of a breach of this clause; or
  - c. In the hands of the public other than as a result of a breach of this clause.
2. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

**5. Indemnity**

1. Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to :
  - a. a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;
  - b. failure to perform any obligations contained herein;
  - c. a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements
  - d. any willful misconduct or negligent acts by it or any of its officers, directors, employees or agents.

Rajat Shikshan Sanstha (RSSS) Satara

Admission Secretary  
Rajat Shikshan Sanstha, Satara

Mail Address: RSSS, A. M. T. No. recruitment 2014



for Maharashtra Knowledge Corporation Limited

Mahesh Thambhara  
General Manager  
OASIS Business Development Program

6. Contract Interpretations

In this MoU unless otherwise specified:

- a. All words/terms denoting the singular shall include the plural and vice-versa;
- b. All words/terms denoting any gender shall include all genders.

7. Headings

The Headings used under this MoU for a group of terms and conditions are meant to serve only as a convenience. The Headings are not to be considered for the interpretation of terms or conditions in the MoU.

8. Validity

- 1. This MoU embodies the entire, sole and exclusive understanding between the parties hereto with respect to the subject matter hereof.
- 2. Any amendment or modification or waiver in connection with this MoU will not be effective unless made in writing and signed by both the parties.
- 3. If any provision of this MoU is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 4. This MOU shall be effective from February 01, 2013 and shall be valid for a period of one year from the effective date, unless terminated earlier. This duration can be extended further with mutual consent.

9. Waiver

- 1. The party that is entitled to the benefit hereof may waive any term or condition of this MoU at any time. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on a future occasion.

10. Force majeure

- 1. Neither party to this MoU shall be liable for any failure or delay on its part in performing any of its obligations under this MoU if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- 2. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MoU, be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority, strike, lockout, unlawful acts, willful tampering of data on the portal and hardware and power failure, downtime of ISP services, virus/worms/spyware/denial of service attacks, spamming and hacking attacks. PROVIDED however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MoU then such party shall give immediate notice by registered mail or courier to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

Dr. Jayant Shikshan Sanstha (RSSS) Satara

Dr. Jayant Shikshan Sanstha, Satara



for Maharashtra Knowledge Corporation Limited

Mohan Thombare  
General Manager

GARIS Business Development Program

#### 11. Termination

1. The MoU can be terminated by either party giving the other party, a prior written notice of not less than two months of its intention to do so but without dishonoring any commitment entered into prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible losses to the other party.
2. The MoU shall also stand terminated for any reasons such as legal processes, acts of the State or similar such exigencies beyond the normal control of the party concerned and which disable any of the parties hereto from functioning further.
3. The MoU may be terminated by both parties by mutual consent without any prior notice.
4. Notwithstanding anything stated above, this MoU cannot be terminated till the process of recruitment gets over.
5. Both the parties shall honor commitments made prior to the date of notice, complete the ongoing work to avoid major inconveniences or serious dislocations of the work of either party and shall settle any outstanding dues within a period of two months without recourse to compelling action, upon such termination.
6. Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.
7. The Clauses of this MoU, which by nature are intended to survive termination of this MoU shall remain in effect after such termination.

#### 12. Jurisdiction

1. All disputes and differences, whatsoever arising out of these presents or any part thereof and whether as to the construction thereof or otherwise shall be referred to the courts at Pune, which shall be the courts having jurisdiction to entertain and try the same.

#### 13. Publicity And Use Of Name

1. MKCL may identify RSSS as a customer of MKCL and a user of the Web-based Recruitment Framework in press releases, marketing materials, demonstrations, presentations, bids, tenders and Expression of Interests (EOIs). MKCL also may interview RSSS's personnel regarding the performance and features of the Web-based Recruitment Framework (subject to RSSS's prior approval). MKCL may refer potential new customers to RSSS as a reference for the Web-based Recruitment Framework and MKCL and RSSS agrees to respond reasonably to all such reference contacts. For any mutually agreed press release, MKCL may restate the substance or language of that press release for so long as it remains factually accurate.
2. Terms and conditions published vide government resolutions from time to time will be binding on the second party.

#### 14. Notices

1. Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be given by hand against written acknowledgement or receipt, or sent by registered mail, or by facsimile followed by a confirmation letter by registered mail, at or to each of the parties at the addresses set forth in this MoU or to its last known place of business.

Royal Shikshan Sanstha (RSSS) Satara

Ashwinkumar  
Rajal Shikshan Sanstha, Satara

MoU Between RSSS & MKCL for recruitment 2011



for Maharashtra Knowledge Corporation Limited


Mohan Thombare  
General Manager

OASIS Business Development Program

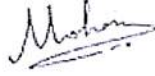
IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents in duplicate (wherein each copy shall be considered original) hereof the day and year herein above written.

For Rayat Shikshan Sanstha(RSSS), Satara

for Maharashtra Knowledge Corporation Ltd.

Signature:   
Name: Prin. Dr. A.S. Bhusare  
Designation: Secretary




Signature:   
Name : Mohan Thomabare  
Designation: General Manager  
OASIS Business Development Program




Witnesses :

For Rayat Shikshan Sanstha (RSSS), Satara

for Maharashtra Knowledge Corporation Ltd.

Signature:   
Name: Prin. Dr. N.S. GARKWAD  
Designation: Joint Secretary

Signature:   
Name: Ganesh Abhang  
Designation : Program Manager





Annexure A

[format for Project Completion Certificate as referred in Clause 1 on Letter Head of  
RSSS signed by Authorized officer]

Date:

Ref.:

To : The Program Coordinator (OASIS-BDP)  
Maharashtra Knowledge Corporation Limited (MKCL),  
Development and Operations Center,  
'A' Wing, 5th Floor, ICC Trade Towers,  
Senapati Bapat Road, Shivaji Nagar,  
Pune 411 016.

Sub.: Project Completion Certificate

Dear Sir/Madam,

This is to certify that Maharashtra Knowledge Corporation Limited ("MKCL") has completed all the responsibilities satisfactorily as mentioned in the Memorandum of Understanding (MoU) dated [ ] executed by and between Ravat Shikshan sanstha ("RSSS") and MKCL.

In view of this the project is formally declared as complete and closed.

Sign and seal of Competent Authority

Name :

Designation :

Ravat Shikshan Sanstha (RSSS) Satara

Secretary

Ravat Shikshan Sanstha, Satara

Md. between RSSS & MKCL for execution



for Maharashtra Knowledge Corporation Limited

Mohan Thombare  
General Manager

OASIS Business Development Program